

Contract No. P-8802

6060150 32000

## **PUERTO RICO ELECTRIC POWER AUTHORITY**

### **CONTRACT TO SUPPLY ELECTRIC ENERGY**

**The PUERTO RICO ELECTRIC POWER AUTHORITY, henceforth the "Authority",** represented by the Wholesale Contracts Department, and **SEARS PR, INC.,** henceforth the "Consumer" execute this contract to supply electric energy subject to the following **CLAUSES AND CONDITIONS.**

**FIRST:** The Authority agrees to supply electric energy to the Consumer to operate a store on State Road 343, Mayagüez Mall, Puerto Rico to a total capacity of 600 KVA which will be the load contracted for billing purposes.

**SECOND:** The Consumer will pay for the electric energy service it receives and the Authority will supply and bill this service pursuant to the GSP Rate and the General Terms and Conditions for the Provision of Electric Energy, which are attached to this contract and made a part of it.

**THIRD:** The Governing Board of the Electric Power Authority, pursuant to the procedure established by Law, may modify or amend at any time, the rates or the General Terms and Conditions for the provision of electric energy. The Consumer agrees that in the event of said amendment, the new rates and General Terms and Conditions will apply from their effective date.



**FOURTH:** Violations of any of the terms and conditions of this contract or of the Regulations, General Terms and Conditions for the Supply of Electric Energy, will give the Authority the right to discontinue the service, following the established procedure for said purpose in the Regulation.

**FIFTH:** All of the Consumer's electrical equipment will be built, operated, and maintained to preserve its physical condition and in a manner that will not interfere with the operation of other electrical equipment of the Authority's system.

**SIXTH:** The Consumer must notify the Authority of any changes in name at least thirty (30) days in advance of the date that said change will occur, so that the Authority may contract the service under the business's new name.

**SEVENTH:** The Consumer agrees that if the measuring equipment is installed on the secondary side of the transformer, both the demand and the energy, will be corrected by a factor of 3 per cent or by a factor determined by the Authority to compensate for the transformation losses.



**EIGHTH:** This contract will be in effect for a period of one (1) year as of the date on which the Authority's system is connected to the Consumer's electrical installation and the supply of electric energy begins. From this point forward, it will remain in effect indefinitely until one party notifies the other in writing of its intention to terminate at least sixty (60) days in advance.

Date of Effect: March 4, 1991.

Signed on March 4, 1991.

SEARS, PR, INC.

PUERTO RICO ELECTRIC  
POWER AUHORITY

Signature

Name: Anibal Rodríguez  
Title: Manager

Signature

Olga Ortiz de Ocasio  
Supervisor  
Wholesale Contracts

Billing Address:

Unit #2925A  
PO Box 06469  
Chicago, Ill. 00606-0469

